

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: April 24, 1997

INVITATION FOR BIDS

No. IFB-97-186-SW

SEALED BIDS
FOR
FURNISHING
TEMPORARY PSYCHIATRIC PHYSICIANS
FOR THE DEPARTMENT OF HEALTH
ADULT MENTAL HEALTH DIVISION

will be received up to and opened at 2:00 p.m.

on

May 14, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813. Questions relating to this bid solicitation may be directed to Ms. Sharon Koga at telephone (808) 586-0562, Facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

TEMPORARY PSYCHIATRIC PHYSICIANS
FOR THE DEPARTMENT OF HEALTH
ADULT MENTAL HEALTH DIVISION
IFB-97-186-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

<u>Description</u>	<u>*Direct Labor Rate</u>	<u>**Unit Bid Price/Hour</u>
Psychiatric Physician, Board Eligible or Board Certified	\$_____/hr.	\$_____/hr.

* The Direct Labor Rate is the hourly rate paid to the Psychiatric Physician and shall be no less than the current wage rate for the applicable State Position.

**The Unit Bid Price/Hour shall be the direct labor rate plus housing and transportation, taxes, and all other expenses for furnishing the services requested herein (refer to Special Provisions page SP-2, Bid Quotation).

The following information is submitted per the Special Provisions:

<u>Hospital/Institution</u>	<u>Address</u>	<u>Phone No.</u>	<u>Contact</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

Office Location(s):

<u>Address</u>	<u>Phone No.</u>	<u>Contact</u>
_____	_____	_____
_____	_____	_____

Insurance:

- Commercial General Liability:
Underwriter: _____
- Medical Professional Liability:
Underwriter: _____

Offeror: _____

SPECIFICATIONS

SCOPE OF SERVICES

The Contractor shall provide temporary physicians (locum tenentes) who are board eligible or board certified in psychiatry to provide inpatient, outpatient or any combination of inpatient and outpatient treatment to chronically mentally ill adults to meet the temporary emergency staffing requirements for psychiatric services in hospitals and/or community mental health centers in Hawaii, hereinafter referred to as facility or facilities.

1. Contractor shall provide psychiatric physicians who meet the following minimum qualifications:
 - a. Certification by the American Board of Neurology and Psychiatry, or successful completion of a psychiatric residency in a training program which was approved by the American Board of Neurology and Psychiatry.
 - b. Knowledge and experience in the management of crisis intervention, psychopharmacology, psychiatric assessment/diagnosis, treatment planning, implementation/intervention and evaluation of treatment effectiveness.
 - c. Capable of providing clinical leadership and guidance while working cooperatively and effectively in a multidisciplinary setting.
 - d. Possess excellent standard English language verbal and written communication skills.
 - e. Fully licensed to practice medicine and surgery by the Hawaii Board of Medical Examiners.
 - f. Available for: 1) some weekend call duty; 2) shift work which could be day, evening, or night, and 3) overtime which is defined as worktime past any routine 8 hour shift.
2. The Contractor shall provide, as needed, from one to five fully qualified physicians at any given time to supplement the staffing of the requesting agency for the entire contract period. This may require the Contractor to subcontract physicians from other contractors in order to meet requested services.

Bidder shall submit with the bid a list of physicians and/or subcontractors who will provide services specified herein. After award, Contractor shall provide references and resumes with qualifications no later than five (5) days excluding weekends to the Department of Health (Department) prior to their assignments.

SCOPE OF SERVICES (continued)

The Department shall review the qualifications, background, experience and references of all potential applicants submitted by the Contractor prior to any specific offer of temporary appointment. The Department reserves the right to refuse the assignment of any applicant prior to appointment without having to qualify or justify the reason.

If, after award, Contractor wishes to add names to the list of Locum Tenentes and/or subcontractors submitted with the bid, the same review of qualifications, background, experience, and references will be conducted by the Department prior to any specific appointment.

If the Contractor has made every effort to provide the required services herein, and circumstances beyond their control render their attempts unsuccessful, and satisfactory proof of such efforts is furnished to the Department, then the requesting agency shall contract for available physician(s) outside of the scope of the contract without breach of contract between the Contractor and State.

3. The Contractor, in addition to furnishing the required insurance coverages specified in the attached Special Provisions, shall insure that each psychiatrist referred has medical professional liability insurance. Protection shall be a minimum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per incident. The Department shall have final approval of all insurance coverages and will require proof of the insurance.
4. While providing patient care services at a facility each psychiatrist shall comply with all provisions of the licensing laws under which the psychiatrist is licensed, with regulations promulgated thereunder, and each psychiatrist shall comply with all policies and procedures adopted by the facility to protect the health and welfare of its patients.
5. Contractor shall insure that the psychiatrists referred provide evidence of a current physical (within one calendar year) upon request by the Department. Rubella, P.P.D. and any other immunizations required by the Department shall be obtained prior to employment.
6. Contractor agrees not to recruit psychiatrists or other physicians from the Department's staff for purposes of this contract.
7. Individual psychiatrists' contract periods may vary in length from a minimum of ninety (90) days to one year and may be extended based on the needs of the Department.
8. The Department shall place a request to the Contractor when services are required. Requests shall be submitted on the job request form provided to the facilities by the Contractor. Oral requests may initially be registered, but the facility shall submit to the Contractor a fully completed and executed form no later than the next business day.

SCOPE OF SERVICES (continued)

Request shall include information pertaining to the assignment of the psychiatrist, including but not limited to the date(s) and location(s) of the assignment.

9. The Department reserves the right to cancel requests for services thirty (30) days prior to the reporting time without incurring liability or charge thereof.
10. It shall be the responsibility of the facility to orient the psychiatrists to the facility and acquaint them with all applicable policies as may be necessary for the performance of their temporary duties.
11. If the Department makes the discretionary determination that a psychiatrist referred by the Contractor shall be dismissed for causes such as incompetence, negligence, misconduct, or for performance not in accordance with the practice standards of the facility, or for failing to comply with pertinent policies, rules or regulations, the Department may require the psychiatrist to leave the facility's premises. The Department shall orally inform the Contractor of such action within twenty-four (24) hours thereof. The Department's obligation to compensate for psychiatric services terminated for cause shall be limited to the hours actually worked up to the hour of dismissal, and the Department shall have no further obligation with respect to the psychiatrist's assignment. In such cases, the minimum ninety (90) day contract period shall not apply. If, however, a psychiatrist is dismissed without cause by the agency, the requesting agency shall honor the minimum ninety (90) day. Within five (5) working days of termination of psychiatrist services as outlined above, the Department shall follow up with a letter to the Contractor and when termination is for cause, shall set forth the specific facts for the dismissal of any psychiatrist.

The Contractor shall use its best efforts to provide replacements for psychiatrists whose assignments have been terminated by the Department or who have chosen not to complete their assignment.

12. The Contractor shall keep competent financial records of all transactions regarding the agreed psychiatric contract, and if requested, shall provide financial information to the Department.

WORK ENVIRONMENT

Work involves moderate risks or discomforts which could require special safety precautions, e.g., working with risk of exposure to contagious diseases or infections. Precautions are routine for nearly all situations. May be required to use protective clothing or gear.

INSPECTION AND ACCEPTANCE

Ms. Sherry Harrison, Chief of the Adult Mental Health Division, or her designated representatives will monitor Contractor and Contractor's employee(s) compliance with the terms and conditions herein and shall evaluate services performed. Unacceptable professional psychiatry not in accordance with the provision of the licensing laws under which the psychiatrist is licensed will be sufficient cause to suspend or relieve individual service under provisions of this contract.

NOTIFICATION OF NEED FOR SERVICES

The Department shall give the Contractor minimum thirty (30) days advance notice of the need for services herein.

REPORTING

The Contractor or Contractor's employee shall report to the supervisor on duty at the assigned facility each day at the start and end of their shift.

DELIVERY OF SERVICES

The total number of service hours to be performed and subsequently billed shall be determined on each individual delivery order. The actual scheduling of these shift/hours shall be made by the Adult Mental Health Division representative.

ACCIDENT PREVENTION AND SAFETY REQUIREMENTS

1. In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruption in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act.
2. The Contractor shall maintain an accurate record of, and shall report to the Chief of the Adult Mental Health Division in the manner and on the forms prescribed by the facility, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.
3. The Chief of the Adult Mental Health Division will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Chief of the Adult Mental Health Division may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

CONTRACTOR'S ASSIGNMENT OF PSYCHIATRIST AND ORIENTATION

The Contractor shall endeavor to assign the same psychiatrist to the requesting facility whenever possible, provided that the physician is qualified to work in the unit as specified by the requesting facility.

The hospital agrees to provide orientation time required of all new assignees to hospital or specialty area. Labor costs for these hours shall be borne by Contractor.

CONTRACTOR'S ASSIGNMENT OF PSYCHIATRIST AND ORIENTATION (continued)

If the Contractor is to utilize State psychiatrists currently employed by the Division of Community Hospitals (DCH) who intend to resign from the State of Hawaii and become employees of the Contractor, the Contractor agrees to give sixty (60) days prior notice to the facility that the psychiatrist is currently employed at.

Any extraordinary cases will be handled on a case-by-case basis. These notices shall be given to the Chief of the Adult Mental Health Division, and to the Director or Administrator at the facility that the physician is currently employed. Hospitals and State agencies are encouraged to support the administrative procedures to ensure the success of the program.

HOUSING

Housing/lodging arrangements shall be the responsibility of the CONTRACTOR and all housing/lodging related expenses shall be included in the Unit Bid Price Per Hour.

TRANSPORTATION (Ground & Air)

All reasonable ground and air transportation costs for the period of the contract shall be included in the Unit Bid Price Per Hour. "Reasonable" shall mean the most economical air transportation and ground transportation that is available. If air transportation is from the continental USA, then it should be based upon the economy-class fare.

Contractor shall keep accurate records of air transportation costs and shall at the request of the State, provide the State access to such records.

HOLIDAYS

The following days of each year are established as holidays, including all election days, except primary and special election days, in the county wherein the election is held, and any day designated by proclamation by the President of the United States or by the Governor as a holiday.

New Year's Day
Dr. Martin Luther King, Jr. Day
President's Day
Prince Jonah Kuhio Kalaniana'ole Day
Good Friday
Memorial Day
King Kamehameha I Day
Independence Day
Admission Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

HOLIDAYS (continued)

Employees whose workdays fall on Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>
Saturday
Sunday
Workday

<u>Day Holiday Observed</u>
Friday preceding holiday
Monday following holiday
Workday

Employees whose workdays fall on other than Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>
Day Off
Workday*

<u>Day Holiday Observed</u>
First workday after the day off
Workday*

*EXAMPLE: If work week is Wednesday through Sunday, days off would be Monday and Tuesday. If holiday falls on a Monday, then the employee would have Wednesday off. If holiday falls on a workday, then the employee has that same workday off.

SPECIAL PROVISIONS

SCOPE

The furnishing of Temporary Psychiatric Physicians to the Various Hospitals and Community Mental Health Centers on the Islands of Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purposes of this contract, Ms. Sherry Harrison, Chief, or Mr. Gene Rnipper, Public Health Administrative Officer of the Adult Mental Health Division, Department of Health, or their authorized representative is named Officer-in-Charge. The Officer-in-Charge may be contacted at (808) 586-4688.

STATE'S COMMITMENT

In return for prices submitted, the Department of Health, Adult Mental Health Division will obtain their requirements for locum tenentes services specified herein from the successful low bidder. It is provided, however, that the State reserves the right to obtain such services from other available source(s) when Contractor is unable to fulfill its obligation to provide the requested services or when available personnel are not in compliance with the requirements specified herein.

It is understood that the State will continue to recruit psychiatrists and fill vacant positions under the State civil service system. The purpose of this contract is to make available psychiatrists to fill the positions while vacant.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing temporary psychiatric physicians, as needed, for the 12-month period July 1, 1997 through June 30, 1998. Unless terminated, contract shall be extended without the necessity of rebidding, for a period not to exceed twelve (12) months upon mutual agreement in writing at least ninety (90) days prior to expiration; provided the contract price remains the same or lower than the initial price bid, or as adjusted due to wage increases for State of Hawaii psychiatric physicians performing similar work.

The State or the Contractor may terminate the extended contract at any time upon sixty (60) days prior written notice.

BIDDER QUALIFICATION

1. Bidder shall have a permanent office of business.
2. Bidder must have at least 3 years experience in operating a physicians service agency. Proof shall be furnished upon request. If bidder is a joint venture, each company of the joint venture must have at least 12 months of such experience.
3. Bidder shall conduct his business during normal working hours and shall be accessible to requests or complaints 24 hours a day, seven days a week.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Direct labor rate per hour shall be the rate paid to the locum tenentes by the Contractor and shall be no less than the current wage rates for the state positions listed herein plus applicable differentials. Unit bid price per hour shall be the direct labor rate plus all ground and air transportation costs, housing costs, all applicable taxes, and all expenses to be incurred in providing the required services.

It is understood that Unit Bid Price Per Hour plus the following shift differential, holiday, overtime and standby rates, where applicable, shall be the all-inclusive cost to the State.

1. Shift differential (1500-0700 - any shift beginning at 1500 and ending at 2300 or 1900 to 0700): \$0.45 to be added to the Unit Bid Price Per Hour; if the shift differential paid to the State position increases during the contract and/or extension period, the rate paid to the Contractor's employees shall increase by the same amount.

BID PREPARATION (continued)

2. Holiday rate (applicable to the holidays listed in the specifications): Although the Contractor shall pay the locum tenentes 1.5 times the Direct Labor Rate Per Hour for applicable holiday hours, the Contractor shall be reimbursed .5 times the Direct Labor Rate Per Hour because the Direct Labor Rate Per Hour is already included in the Unit Bid Price Per Hour;
3. Overtime rate: Although the Contractor shall pay the locum tenentes 1.5 times the Direct Labor Rate Per Hour for applicable overtime hours, the Contractor shall be reimbursed .5 times the Direct Labor Rate Per Hour because the Direct Labor Rate Per Hour is already included in the Unit Bid Price Per Hour; overtime shall be determined separately for each facility;
4. Standby rate: .25 times the Direct Labor Rate per eight-hour shift. A physician that is called to work from standby shall be compensated for a minimum of three (3) hours at the Direct Labor Rate or until the end of the shift, whichever is greater.

Housing, Transportation and Related Expenses. Housing, transportation and related expenses shall be the complete responsibility of the Contractor and are to be included in the Unit Bid Price Per Hour as required herein.

Tax Liability. Work to be performed under this bid solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS) and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this bid solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the 1/2% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii, upon request.

The tax equalization provision of Section 103-53.5, Hawaii Revised Statutes, will not apply to the evaluation of this bid. Refer to Section 3.1 of the General Terms and Conditions.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form page OF-1.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

BID PREPARATION (continued)

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

Insurance. Bidder shall provide insurance information as requested on Offer Form Page OF-2.

References. Bidder shall indicate on Offer Form Page OF-2 at least two hospitals and/or medical facilities to whom psychiatric services have been provided. The State reserves the right to contact those listed to inquire about bidder's servicing capabilities of the bidder.

Office Location. Bidder shall provide on Offer Form Page OF-2 information regarding office address(es), telephone number(s) and contact person(s).

Wage Certificate. Refer to Section 2.8 of the General Terms and Conditions. Offeror shall complete and submit the attached wage Certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. The State Psychiatrist Level 3 position performs work similar to the work required herein. The wage rate for the State position is as follows:

Effective 7/1/94

Board Eligible = \$44.99/hour

Board Certified = \$46.34/hour

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

If the wage rate and/or shift differential rate of the State position is increased effective July 1, 1997 or any time thereafter during the original contract period or extension period, the Contractor shall be required to pay his employees performing work herein (direct labor rate), not less than such increased wages and/or shift differential. The Contractor shall be entitled to an increase in his contracted Unit Bid Price Per Hour, limited however, to the actual increase per hour in the wage rate and/or the shift differential rate of the State position, and provided the direct labor rate of his employees performing work herein is increased by the amount of the Contractor's requested increase. The Contractor shall be required to pay his employees any increases in State's position shift differential. Increases to Contractor's Unit Bid Price Per Hour shall be limited solely to increases passed on to his employees as wages and/or shift differential.

METHOD OF AWARD

Award, if any, will be made to the responsible bidder submitting the lowest Unit Bid Price Per Hour offered on Offer Form Page OF-2 which includes housing, transportation, insurance, physician benefits, and any other costs, and is the all-inclusive bid price for the State, except for the shift differential, holiday pay, overtime pay, and standby pay.

Prior to awarding the contract, the State will require certification of the following insurance coverages, if applicable:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the offeror as specified in Section 3.3 of the General Terms and Conditions. Thereafter, the Department of Health shall issue purchase orders against this contract for Temporary Psychiatric Physician services as required.

NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

If the option to extend for the additional twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplemental to the contract for the additional period. The State or the Contractor may terminate the extension at any time upon sixty (60) days prior written notice.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty (60) day period as provided in Section 3.2 of the General Terms and Conditions.

CONTRACTOR RESPONSIBILITY

All work under this contract shall be performed by the Contractor or its employees. The Contractor shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this contract. The Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a party to this contract for all loss, damage, or injury caused by the Contractor, or the Contractor's employees or agents in the course of their employment.

The Contractor shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the Contractor by reason of this contract, including but not limited to (a) income taxes, (b) employment related fees, assessments, and taxes, and (c) general excise taxes. The Contractor is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the contract, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.

The Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the pendency of this contract. The Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage.

The Contractor shall secure, at the Contractor's own expense, all personnel required to perform the services required by this contract. The Contractor shall ensure that the Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this contract, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality

CONTRACTOR RESPONSIBILITY (continued)

accepted in the field of the activities of such employees and agents are complied with and satisfied.

SUBCONTRACTING

Contractor may find it necessary to subcontract some of the work herein. The Contractor shall not assign or subcontract any of the Contractor's duties, obligations, or interests under this contract without the prior written consent of the State. If the Contractor finds it necessary to subcontract some of the work herein, and the State consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the Contractor of his obligation and liability under his contract with the State and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State upon request in writing from the Officer-in-Charge.

CONTRACT TERMINATION

Notwithstanding any provisions herein, if at anytime during the contract period for any unknown cause, should the Contractor not be able to meet the requirements herein, and/or if the State determines that the Contractor is not fulfilling the contract requirements; the State shall be free and clear of all liability to cancel the agreement and proceed with fulfilling the contract needs by requesting services from another available contractor.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified in the Special Provisions of this bid solicitation.

The Contractor shall provide the following minimum insurance limits and coverages:

<u>Coverage</u>	<u>Limits for both Coverages</u>
1 - Commercial General Liability (occurrence form)	\$1 million per occurrence combined single limit for bodily injury and property damages with an annual aggregate of \$3 million
2 - Medical Professional Liability	

LIABILITY INSURANCE (continued)

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Original and three copies of the invoice shall be sent monthly to the specific facilities receiving the services. Invoices shall detail the services provided, and any other pertinent invoicing information. Invoices shall be based on the contracted Unit Bid Price Per Hour plus applicable costs for shift differential, holiday, overtime, and standby. Refer to the Bid Quotation provision on Special Provisions Page SP-2 for the rates.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

PAYMENT (continued)

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) per scheduled calendar day for each and every violation by the Contractor in failing to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for four (4) years from the date of final payment under the Agreement.